

## **REMARKS**

Claims 1-24 are pending in the application. Of these, claims 1-17 and 21 are withdrawn from consideration. Claims 18, 19, 22 and 24 are amended herein. All of the amendments are fully supported by the original specification, therefore no new matter has been added. See, e.g., paragraphs 0192-0193 and 0276.

### **Specification**

The specification (paragraph 0001) is amended herein to update the “Cross Reference to Related Applications” as required.

### **Claim Objections**

Claim 22 is objected to because of insufficient antecedent basis for the limitation “the rough-in framing structure of a building.” Claim 22 is amended herein to provide the required antecedent basis.

### **Claim Rejections**

Claims 18-20 and 24 are rejected under 35 USC 102(b) as being anticipated by Stupakoff (2,220,690). Independent claim 18 is amended herein to recite that the hermetic bonds between the transparent windowpane sheets and the spacer are diffusion bonds “of the type obtained by pressing the windowpane sheet against the sealing surface of the spacer to produce an elevated pressure, heating the sealing surface of the spacer and the region of the windowpane sheet near the sealing surface to an elevated temperature, the elevated temperature being below the normal fusing temperatures of both the sheet and the spacer, and maintaining the elevated pressure and the elevated temperature for a period of time such that material from one of the windowpane sheet and the sealing surface of the spacer diffuses into the material of the other of the windowpane sheet and the spacer.” This amendment is supported in the original disclosure in, e.g., paragraphs 0192 and 0193, and recites a specific structure of the bond in accordance with the description of diffusion bonds contained in the disclosure. In contrast, Stupakoff discloses a

bond formed through the use of heating alone, and does not disclose the use of elevated pressure at the bond site (see, e.g., Stupakoff, col. 2, lines 20-29). The structure of the hermetic bonds disclosed in Stupakoff includes glass that has been heated past its softening temperature and past its fusing temperature (see Stupakoff, col. 2, lines 22-23), whereas the bonds recited in claim 18, as amended, do not include material that has been heated past the fusing temperature. Thus the structure of claim 18, as amended, is not anticipated by the disclosure of Stupakoff. Accordingly, the Examiner is respectfully requested to reconsider and withdraw the rejection of claim 18, as amended.

Dependent claim 19 is amended herein to recite that the sealing surfaces of the spacer include a layer of artificially produced oxide overlying any natural oxide film. This amendment is supported in the original disclosure in, e.g., paragraph 0276, and recites a specific structure of the spacer. It will be understood that natural oxide films are an inherent component of many materials, and that the “increased oxidation” of the frame material referred to in the disclosure will result in a layer of artificially produced oxide overlying any such natural oxide film. In contrast, Stupakoff discloses the use of frame materials having “a tenacious natural oxide film,” but does not disclose the use frames that have artificially produced oxide layers overlying the natural layers (see, e.g., Stupakoff, col. 3, lines 22-27). Thus the structure of claim 19, as amended, is not anticipated by the disclosure of Stupakoff. Accordingly, the Examiner is respectfully requested to reconsider and withdraw the rejection of claim 19, as amended.

Dependent claim 20 depends from claim 19. Since claim 19, as amended, is not anticipated by Stupakoff, claim 20 is likewise not anticipated. The Examiner is respectfully requested to reconsider and withdraw the rejection of claim 20.

Independent claim 24 is amended herein to recite that the hermetic bonds between the transparent windowpane sheets and the spacers are diffusion bonds “of the type obtained by pressing the windowpane sheet against the sealing surface of the spacer to produce an elevated pressure, heating the sealing surface of the spacer and the region of the windowpane sheet near the sealing surface to an elevated temperature, the elevated temperature being below the normal fusing temperatures of both the sheet and the spacer, and maintaining the elevated pressure and the elevated temperature for a period of time such that material from one of the windowpane

sheet and the sealing surface of the spacer diffuses into the material of the other of the windowpane sheet and the spacer.” As previously discussed in connection with claim 18, this amendment is supported in the original disclosure in, e.g., paragraphs 0192 and 0193, and recites a specific structure of the bond that is not disclosed by Stupakoff. The arguments set forth in connection with claim 18 are therefore repeated and renewed with respect to claim 24, as amended. Thus the structure of claim 24, as amended, is not anticipated by the disclosure of Stupakoff. Accordingly, the Examiner is respectfully requested to reconsider and withdraw the rejection of claim 24, as amended.

Dependent claims 22 and 23 are rejected under 35 USC 103(a) as being unpatentable over Stupakoff (2,220,690) in view of Winner (5,014,466). Both of these claims depend (directly or indirectly) from claim 18. Winner does not disclose anything that relates to the specific nature of the hermetic bond of Stupakoff, therefore, claim 18, as amended, is neither disclosed nor suggested by Stupakoff in view of Winner. Thus, claims 22 and 23 are likewise neither disclosed nor suggested by Stupakoff in view of Winner. The Examiner is respectfully requested to reconsider and withdraw the rejection of claims 22 and 23.

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### Conclusion

Applicant has carefully reviewed the Office Action dated March 15, 2007. Applicant has amended claims 18, 19, 22 and 24 to more clearly point out the present inventive concept. Reconsideration and favorable action is respectfully requested.

Applicant has now made an earnest attempt in order to place this case in condition for allowance. For the reasons stated above, Applicant respectfully requests full allowance of the claims as amended. Please charge any additional fees or deficiencies in fees or credit any overpayment to Deposit Account No. 20-0780/STRK-26,581 of HOWISON & ARNOTT, L.L.P.

Respectfully submitted,  
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September 14, 2007